



Request for Proposal

CISCO NETWORK SYSTEMS SUPPORT

**County of San Bernardino
Information Services Department
670 East Gilbert Street
San Bernardino, California 92415-0915
Phone: 909 388-5500
FAX: 909 388-5555
RFP: No. ISD 03-08**

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I. INTRODUCTION

- A.** The County of San Bernardino, hereafter referred to as the “County”, is seeking proposals from interested and qualified organizations and firms to provide CISCO hardware and software support.

B. Minimum Proposer Requirements

All Proposers **must**:

1. Be a Medallion Partner for Cisco Systems SMARTnet services.
2. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Customer References – All Proposers must provide references of a minimum of three (3) other customers, involving the Proposer’s delivery of services that demonstrate the ability of the Proposer to provide maintenance and software support services as outlined in the scope of work. All references must have names, titles, and phone numbers.
6. Meet other presentation and participation requirements listed in this Request for Proposal (RFP).
7. Be capable of managing a single countywide contract for requested services while invoicing individual end user department for specific equipment covered.

C. Mandatory Proposal Conference

A mandatory proposal conference will be held at ISD, 670 East Gilbert Street, San Bernardino, California on October 30, 2003 at 10:00 a.m. (Pacific Time). Attendance at the conference is mandatory. **No proposal will be accepted from any Proposer who fails to attend the proposal conference.**

D. Correspondence

All correspondence, including proposal, is to be submitted to:

County of San Bernardino
Information Services Department
670 East Gilbert Street, 2nd floor
San Bernardino, CA 92415-0915
Attn: Angela Hillman
Fax number (909) 388-5555
Email: ahillman@isd.sbcounty.gov

E. Questions

Questions regarding the contents of this proposal must be submitted in writing (either via email or facsimile) and directed to the individual listed above. Any questions responded to by the County will be answered and disseminated to all qualified Proposers.

Questions regarding the RFP and/or process must be submitted on or before 5:00 p.m. (Pacific Time) on November 3, 2003.

F. Proposal Submission Deadline

All proposals must be received at the address listed in Section I, Subsection D, no later than 5:00 p.m. (Pacific Time) on November 18, 2003. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and, therefore, not considered.

G. Admonition to Vendors

As of the issuance of this RFP, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Paragraph E.

H. Term

The term of the contract awarded will be for a period not to exceed 3 years.

II. PROPOSAL TIMELINE

A.	Release of RFP	October 21, 2003
B.	Mandatory Proposal Conference	October 30, 2003 10:00 a.m. (Pacific Time)
C.	Deadline for Questions	November 3, 2003
D.	Deadline for Receipt of RFP Response	November 18, 2003 5:00 p.m. (Pacific Time)
E.	Tentative Selection of vendor	December 2, 2003
F.	Deadline for Appeals	December 9, 2003
G.	Tentative award of contract	December 2003

III. PROPOSAL CONDITIONS**A. Contingencies**

Funding for these services is contingent upon the availability of funding to the County. This RFP does not commit the County to award a Contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP through the direction of the Chief Information Officer (CIO).

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of the County.

D. Incurred Costs

This RFP process does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request, and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

E. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

F. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and or other items from their proposals as may result from negotiations.

G. Final Authority

The final authority to award Contracts rests solely with the County of San Bernardino Board of Supervisors.

H. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a

background check performed by an investigation firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil action filed in a court of competent jurisdiction, or any matters filed by an administrative regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and conviction thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

I. Acceptance or Rejection of Proposals

Proposals shall remain open, valid, and subject to acceptance anytime within 180 days after proposal opening.

IV. SCOPE OF WORK

A. Background

The County of San Bernardino encompasses 20,160 square miles, the largest county in the continental United States. It borders Los Angeles, Riverside, and Kern Counties and the States of Arizona and Nevada.

The County's Information Services Department (ISD) is responsible for providing a variety of professional information technology and data communication services to all County departments, special districts and other federal, state and local government agencies. Included in this service offering is Wide Area Network (WAN) communication services that relies on a centralized data communications infrastructure which uses Cisco Systems routers and switches that are connected by the County's microwave networks circuits and telephone company circuits. ISD provides such services and maintains the County's wide area network core infrastructure. The highly technical equipment incorporated within the WAN networks necessitates maintenance and software services

for the equipment. Software and maintenance is currently being provided by Cisco Systems. Due to the proprietary nature of the routers and switches used in the WAN communication system, only Cisco Systems has historically been able to provide the maintenance and software services required in a package known as SMARTnet.

ISD is interested in receiving proposals for hardware and software support for SMARTnet support services and SMARTnetOnsite support services (includes onsite engineer) from vendors identified and pre-qualified as value added resellers of SMARTnet support services.

B. Technical Requirements

1. The County requires Cisco SMARTnet and SMARTnet Onsite Support to include the following:
 - i. Registered access to Cisco Connection Online (cc.cisco.com) for online technical assistance.
 - ii. Access to the Cisco Technical Assistance Center (TAC) 24 hours a day, 365 days a year by phone or email.
 - iii. Cisco IOS Software updates and upgrades (to include CatOS updates and upgrades)
 - iv. Replacement of failed hardware parts per one of the following options:
 - a.) 8x5xNBD-Advance Replacement parts are delivered the next business day provided the request is received before 3 p.m. local time.
 - b.) 8x5x4-Advance Replacement parts are delivered within 4 hours in the current business day.
 - c.) 24x7x4-Advance Replacement parts are delivered within 4 hours, 24 hours a day, 7 days a week.
 - d.) 24x7x2-Advance Replacement parts are delivered within 2 hours, 24 hours a day, 7 days a week.
2. Cisco Software Application Services
 - i. Cisco Software Application Support (SAS)
 - a.) 24x7 technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and online access.
 - b.) Online tools plus bug fixes.
 - c.) Minor releases for the software application.
 - ii. Cisco Software Application Support plus Upgrades (SASU):
 - a.) Includes all the features of Cisco SAS.
 - b.) Plus major releases (upgrades for the software application).

C. Administrative Requirements

The following administrative requirements must be addressed in the proposal submitted for consideration:

1. Proposers are required to resolve discrepancies between the invoice and the accepted list of covered equipment without interruption of service. Proposers must describe their proposed invoicing and billing process.
2. Proposers are required to describe the process for adding/deleting equipment from coverage. Proposers are required to explain how credits for retired equipment and additional cost of added equipment will be applied to the contract.
3. Proposers are required to provide contact names, and phone numbers for the respective parties to carry out the administrative functions of the contract.
4. Proposer must provide a sample of proposed quarterly list of equipment covered under the contract. The list of equipment should be grouped by department.
5. Proposer must provide price list for coverage of equipment. Prices delivered will be guaranteed for the term of the contract.
6. Proposer must demonstrate capability to provide a web site that will provide the following functionality: Selected contract vendor must have proposed web site operational within 30 days of contract award date.
 - i. List all equipment covered by SMARTnet service by department. List is to include item name, serial number, date added or date retired, site name, and site address.
 - ii. Provide access by department to review current account status including the current year cost for each piece of equipment with totals.
 - iii. Provide a global view of all equipment covered under the contract across departments.
7. Proposer must assign an authorized representative to attend quarterly meetings held at a San Bernardino location to resolve any issues with the contract or administrative processes.
8. Proposer's designated representative must have complete authority to act on the Contractor's behalf. An alternative representative may be designated as well.

9. All invoices are to be mailed to the following address:

County of San Bernardino
Information Services Department
670 East Gilbert Street
San Bernardino, CA 92415-0915
Attn: Fiscal Services

V. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. By submitting the proposal, the Contractor indicates that the RFP has been read and fully understands the entire RFP, including all appendices, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The County will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.
5. All proposals and materials submitted become the property of the County. All proposals received are subject to the "California Public Records Act".
6. The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests, and may waive any informality or immaterial irregularities in a proposal.
7. Hand carried proposals or proposals submitted by courier may be delivered to the address listed in Section I, C, only between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

8. The proposal must include a statement of all costs associated with the maintenance and software support requested in Section IV. The costs should be based upon the complement of equipment as identified in Attachment C and must include the cost of performing the Scope of Work included in this RFP under all the terms, conditions and requirements included in this RFP.

B. Proposal Presentation Instructions

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and six (6) copies, total of seven (7), of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, Paragraph E (Proposal Submission Deadline). The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date.
3. Cover Page and Statement of Certification - Attachment A is to be used as the cover page for the proposal. These forms must be fully completed and signed by an authorized officer of the Proposer.
4. Table of Contents - All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
5. References - A list of at least three and no more than five references that have been served by your firm in a capacity similar to that described in Section IV, Scope of Work. This information must be included on Attachment B, References and submitted as part of the proposal.
6. Reference information must include company name, address, contact name, telephone number, a brief description of the project, and the time frame in which the work was performed.
7. Proposal Description - Provide a detailed description of the proposal being made including a discussion of all items listed in Section IV, Scope of Work.
8. Employment of Former County Officials - Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. Failure to provide this

information may result in the response to the request for proposal being deemed non-responsive.

9. Insurance - Provide evidence of ability to insure as stated in Section VIII, Subsection B, Indemnification and Insurance Requirements.
10. Licenses, Permits and Certifications - Provide copies of all licenses, permits and certifications as required.

VI. PROPOSAL EVALUATION AND SELECTION

A. Initial Proposal Review

All proposals will be initially evaluated to determine if they meet the minimum requirements as outlined in Section I.

B. Proposal Evaluation

Failure to meet all of the requirements included in this RFP may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

C. Evaluation Criteria

Proposals meeting the requirements of the Initial Review will be evaluated on the basis of the following criteria (not in weighted order):

1. Quality of services previously provided
2. Reference verification.
3. Cost
4. Demonstrated capability to perform required Administrative functions.

Selection will be based on determination of which proposals meet the requirements of the RFP and best meet the needs of the County.

D. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

E. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Chief Information Officer (CIO), within seven (7) calendar days of notification of non-selection. Failure to do so waives any objection.

Grounds for an appeal is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal.

The decision of the CIO shall be final with respect to matters of fact.

All inquiries must be submitted to:

Leyden L. Hahn, Chief Information Officer
County of San Bernardino
Information Services Department
670 East Gilbert Street
San Bernardino, CA 92415-0915

F. Final Approval

Any Contract resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

VII. CONTRACT REQUIREMENTS

The selected proposer will be required to enter into a written contract that contains the provisions set forth in this Section VII.

A. General

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) business days. Contractor will also designate a backup point of contact in the event the primary is not available.

3. Change of Address

Contractor shall notify the County in writing, of any change in mailing address and/or telephone number within ten (10) business days of the change.

4. Contract Assignability

Under no circumstance shall a Contract be assigned by Contractor either in whole or in part.

5. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the Board of Supervisors and Contractor.

6. Termination for Convenience

The County for its convenience may terminate this Agreement in whole or in part upon one hundred twenty (30) calendar days' written notice. Upon receipt of

termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

7. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

8. Venue

The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

9. Jury Trial Waiver

Contractor and County hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against County or County against Contractor on any matter arising out of, or in any way connected with this Contract, the relationship of Contractor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

10. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and will agree to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

11. Notification

In the event of a problem or potential problem that could impact the quality or quantity of work, or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

12. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of

this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

13. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

14. Records

The Contractor shall make available and furnish said records to the County when requested.

15. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to this Contract shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under this Contract, subject to the requirements of Section VIII, Subsection A.6 (Termination for Convenience). The Contractor is prohibited from selling or in any way distributing any index data or any images resulting from this proposal process and the resultant contract.

16. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Proposer's relationship with County may be made or used without prior written approval of the County.

17. Termination Due to Non Appropriation of Funds

The County's obligation is payable only and solely from funds appropriated for the purpose of the contract resulting from this RFP. All funds for payments after June 30th of the current fiscal year are subject to ISD budget approval for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event that the resultant contract extends into succeeding fiscal periods, and if the governing body appropriating funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. ISD shall notify Contractor in writing of such non-allocation at the earliest possible date.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or

omissions of any person and for any costs or expenses incurred by the County on account of any claim thereof, except where such indemnification is prohibited by law.

2. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- d. Professional Liability Insurance - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and subcontractor.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

The Contractor shall immediately furnish certificates of insurance to ISD evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ISD. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

8. Failure to Procure/Show Proof of Insurance

Failure on the part of any contractor to procure or maintain the required insurance shall be considered a material breach of contract upon which the County may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the contractor to the County upon demand or

the County may offset the premiums against any monies due to the contractor from the County.

C. Additional Requirements

1. Future Price Increases

The proposal must include any conditions that are applicable to future price increases governing the terms and conditions of the services that the County is contracting for as defined herein. The frequency of these price increases, if any, is to be included in the proposal. The proposal must include any charges that may be applicable as a result of the County modifying this agreement as a result of changing needs (either upward or downward) in the County's information system processing requirements. Any future required items not specifically defined in the proposal will be negotiated later at a mutually agreed upon price.

2. Contract Termination

The County shall be allowed to terminate the contract with a one hundred twenty (30) day notice to vendor and there shall be no cost, penalties or forfeiture of paid fees associated with this termination for convenience.

D. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee, thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal, and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

VIII. RFP CHECKLIST

This list is provided for convenience and may not be in order of appearance in Proposer's response.

<i>Item</i>	<i>Description</i>	<i>Included</i>
1	Original and six (6) unbound copies (Section V, Subsection C, 2)	
2	Signed Cover Page and Statement of Certification (Section V, Subsection C, 3)	
3	References (minimum of 3 customers) (Section V, Subsection C, 5)	
4	Proposal Description (Section V, Subsection C, 6),	
5	Cost Section (Section III, Subsection D)	
6	Employment of Former County Officials (Section V, Subsection C, 7)	
7	Insurance Evidence (Section V, Subsection C, 8)	
8	Licenses, Permits and Certifications (Section V, Subsection C, 9)	

ATTACHMENT A

COVER SHEET

PROPOSAL FOR DISASTER RECOVERY

PROPOSER'S NAME (*name of firm, entity or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporate: _____ **State Incorporated:** _____

States Registered in as foreign corporation:

ATTACHMENT A

CERTIFICATION

THE UNDERSIGNED CERTIFIES AND AGREES ON BEHALF OF THE PROPOSER THAT:

1. All declarations in this proposal and attachments are true and the falsity of such representations entitles the County to pursue any legal remedy
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
4. Any additional information the County deems necessary to accurately determine the ability to perform the services proposed will be provided immediately. Furthermore, submission of this proposal constitutes permission by the Proposer for the County to verify all information contained herein. Failure to comply with any request for additional information may disqualify the Proposer from further consideration. Such additional information may include evidence of financial ability to perform.
5. The undersigned has the authority to submit the proposal on behalf of the Proposer.

SIGNED: _____

DATE: _____

PRINT NAME: _____ TITLE: _____

ATTACHMENT B

Name of Agency	Contact Name	Contact Address	Phone Number	Description of Service Provided	Dates of Service

ATTACHMENT C

CISCO EQUIPMENT SUMMARY

<u>Equipment Number</u>	<u>Quantity</u>	<u>Sites</u>	<u>Equipment Number</u>	<u>Quantity</u>	<u>Sites</u>
5500-PS-INSERT	1		CISCO7513/4	1	
AIR-01-US	3		CISCO7513/4X2	9	
AIR-AP342E2RUS	1		CSA-SRVR-K9	1	
AIR-AP352E2R	3		CSNT-2.3	1	
AIR-AP352E2R-A-K9	22		CSNT-2.3	1	
AIR-BR350-A-K9	12		CSNT-2.4	1	
AIR-PWR-CORD-NA	7		CVPN3000-PC-US	1	
AS5300	3	2	CVPN3060-RED	1	
AS53-48	1		CVPN3060-SW-25	1	
AS53-4CT1	1		CVPN--RED-BUN	1	
AS53-MICA-6MOD	7		CWE+C-SOL-COMB1	1	
AS53-MICA-CC	1		CWE+C-SOL-MAINT2	1	
C2651-2FE/VPN/K9	49		CWLMS-1.0-NT	1	
C5000-CHASSIS-AC	6		CWLMS-1.0-SOL	1	
C7206VXR	1		CWVMS 2.1	1	
C8510MSR-SKIT-AC	1		DT-24+=	1	
C8510SR-SKIT-AC	1		IDS-4230-FE	3	2
C8540MSR-SKIT-AC	12		IPTV-3412-CTRL	1	
CAB-7513AC	33		IPTV-3425-BCAST-M	1	
CAB-7KAC	8		IPTV-3425-BCAST-W	1	
CAB-AC	4		IPVC-3520-GW-4B	1	
CDM-4650	1		IPVC-3544-CHAS	1	
CE-507AV-CDN	1		L1010-BASE5	2	
CE-507-CDN	1		MCS-7835-TD	2	
CE-560-CDN	1		MEM-16F-AS53	1	
CISCO1602	9		MEM-16S-AS53	1	
CISCO2509	13		MEM-64M-AS53	1	
CISCO2511	14		MEM-8BF-AS53	1	
CISCO2620	5		MEM-C6K-FLC16M	2	
CISCO2621	4		MEM-RSM-32M	5	
Cisco2651	83		MEM-RSM-FLC16M	5	
CISCO3620	1		PIX	1	
CISCO3640	102	35	PIX-515-UR-BUN	3	
Cisco3662	7		PIX-520	5	3
CISCO7204VXR	1		PIX-525	1	
CISCO7206	3	2	PIX-525-FO-BUN	2	

<u>Equipment Number</u>	<u>Quantity</u>	<u>Sites</u>	<u>Equipment Number</u>	<u>Quantity</u>	<u>Sites</u>
SFC5K-SUP-3.1.1	32		WS-C5001	1	
SFC5K-SUP-4.4.1	1		WS-C5008A	6	
SF-WAS4-11.2.8.1S	1		WS-C5008A/2	6	
Unity IP-2.4.6	1		WS-C5500	1	
WAI-CVR	1		WS-C5500-HDF	1	
WATM-CAM-CVR	64		WS-C5500-HDT	2	2
WATM-CAM-CVR-S	1		WS-C5500-S3	26	21
WS SVC IDS9	1		WS-C5500-S3-E3A	2	2
WS-2950C-24	1		WS-C5500-S3-HDT	1	
WS-4507	2		WS-C5500-WCFX	27	
WS-C1900	33	23	WS-C5505	2	2
WS-C1900-C	5	2	WS-C5505-CHAC=	2	
WS-C1912C-A	24	16	WS-C5505-S3-E3	1	
WS-C1912C-EN	14	2	WS-C5508	28	
WS-C1912-EN	9	9	WS-C6506	5	3
WS-C1924-A	19	9	WS-C6509	4	4
WS-C1924C-A	20	5	WS-C6513	5	3
WS-C1924C-EN	25	16	WS-CAC-1300W	1	
WS-C1924-EN	12	6	WS-CAC-1300W/2	1	
WS-C2820A	1		WS-X5012=	1	
WS-C2912MF-XL	1		WS-X5201	203	
WS-C2912-XL-EN	4	4	WS-X5201R	18	
WS-C2924C-XL-EN	10	4	WS-X5302	3	
WS-C2924M-XL-EN	7	2	WS-X5506	34	
WS-C2924-XL-EN	3		WS-X6324-100FX-MM	2	
WS-C2950-12	2	2	WS-X6K-S1A-PFC/2	2	
WS-C2950-24	10	7	WS-X6K-SUP1A-PFC	2	
WS-C2950C-24	5	4	WS-C3548G-XL-EN	1	
WS-C2950G-24-EI	57	10	WS-C3548-XL-EN	16	6
WS-C2950G-48	5	5	WS-C5509	1	
WS-C2950G-48-EI	45	7	WS-C5509-S3	3	3
WS-C2950T	4		WS-C5509-S3-E3A	5	5
WS-C2950T-24	7	7			
WS-C3016B	4	3			
WS-C3508G-XL-EN	7	2			
WS-C3524-PWR-XL-EN	69	7			
WS-C3524-XL-EN	1				